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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

BRYAN BILLECI, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

XYLEM SERVICES USA LLC; EVOQUA
WATER TECHNOLOGIES, LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No. 25CV458543

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES FOR:**

(1) **VIOLATION OF LABOR CODE §
226**

(2) **VIOLATION OF LABOR CODE §
2698, *ET SEQ.*, THE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND OVER \$25,000

1 Plaintiff Bryan Billeci ("Plaintiff") hereby submits this First Amended Class and
2 Representative Action Complaint against Defendants Xylem Services USA LLC and Evoqua Water
3 Technologies, LLC (collectively, "Defendant" or the "Company"), and Does 1-50 (hereinafter
4 collectively referred to as "Defendants"), individually and on behalf of a class of all other similarly
5 situated current and former employees of Defendants for penalties and/or damages for failure to
6 provide accurate itemized wage statements as follows:

7 **INTRODUCTION**

8 1. This class action is within the Court's jurisdiction under California Labor Code section
9 226, and 2698, *et seq.*,

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against employees of Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
13 and severally, have acted intentionally and with deliberate indifference and conscious disregard to the
14 rights of all employees in Defendants' failure to provide accurate payroll records.

15 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
16 engaged in, among other things a system of willful violations of the California Labor Code, by
17 creating and maintaining policies, practices and customs that knowingly deny employees the above
18 stated rights and benefits.

19 **JURISDICTION AND VENUE**

20 5. This class action is within the Court's jurisdiction under California Labor Code section
21 226.

22 6. Venue is proper in Santa Clara County because Plaintiff and other employees worked
23 for the Company in Milpitas, California.

24 **PARTIES**

25 7. Plaintiff is currently employed by the Company as a Senior Field Service Technician.
26 For the duration of Plaintiff's employment with the Company, he has been an hourly, non-exempt
27 employee.

28 8. Plaintiff is informed and believes and based thereon alleges that Xylem Services USA

1 LLC is a limited liability company doing business in the State of California, including in this County.

2 9. Plaintiff is informed and believes and based thereon alleges that Evoqua Water
3 Technologies, LLC is a Delaware limited liability company doing business in the State of California,
4 including in this County.

5 10. Plaintiff is informed and believes and based thereon alleges that at all times herein
6 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
7 partnerships, licensed to do business and actually doing business in the State of California. As such,
8 and based upon all the facts and circumstances incident to Defendants' business in California,
9 Defendants are subject to California Labor Code section 226, and 2698, *et seq.*,

10 11. Plaintiff does not know the true names or capacities, whether individual, partner or
11 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
12 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
13 when the true names and capacities are known. Plaintiff is informed and believes and based thereon
14 alleges that each of said fictitious Defendants was responsible in some way for the matters alleged
15 herein and proximately caused Plaintiff and members of the general public and class to be subject to
16 the illegal employment practices, wrongs and injuries complained of herein.

17 12. At all times herein mentioned, each of said Defendants participated in the doing of the
18 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
19 and each of them, were the agents, servants and employees of each of the other Defendants, as well as
20 the agents of all Defendants, and at all times herein mentioned, were acting within the course and
21 scope of said agency and employment.

22 13. Plaintiff is informed and believes and based thereon alleges that at all times material
23 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer
24 of, or working in concert with each of the other co-Defendants and was acting within the course and
25 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,
26 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
27 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

28 14. At all times herein mentioned, Defendants, and each of them, were members of, and

engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

15. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

16. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure section 382 of the following class:

- a. All current and former non-exempt employees of the Company in the State of California who were paid wages at any time from February 10, 2024, through the present (the “Class” or “Class Members”); and
- b. All current and former non-exempt employees of the Company in the State of California who were paid overtime wages at any time from February 10, 2024, through the present (the “Overtime Class” or “Overtime Class Members”).

17. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of the Company’s records, including payroll records. Plaintiff is informed and believes and based thereon alleges that the Company failed to provide accurate itemized wage statements in violation of Labor Code section 226.

18. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the class and individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

1 19. **Common Question of Law and Fact:** There are predominant common questions of
2 law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning
3 Company's failure to provide accurate itemized wage statements in violation of Labor Code section
4 226.

5 20. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
6 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner
7 as the Class members. As with other non-exempt California employees, Plaintiff was not provided
8 proper and accurate itemized wage statements. When Plaintiff received the payment of hourly wages,
9 including overtime wages, the corresponding wage statement failed to identify the accurate total hours
10 worked. The wage statements appear to include hours from prior pay periods. As such, Plaintiff is a
11 member of the Class and has suffered the alleged violations of California Labor Code section 226.

12 21. The California Labor Code and upon which Plaintiff bases these claims is broadly
13 remedial in nature. These laws and labor standards serve an important public interest in establishing
14 minimum working conditions and standards in California. These laws and labor standards protect the
15 average working employee from exploitation by employers who may seek to take advantage of
16 superior economic and bargaining power in setting onerous terms and conditions of employment.

17 22. The nature of this action and the format of laws available to Plaintiff and members of
18 the Class identified herein make the class action format a particularly efficient and appropriate
19 procedure to redress the wrongs alleged herein. If each employee were required to file an individual
20 lawsuit, the corporate defendant would necessarily gain an unconscionable advantage since it would
21 be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
22 superior financial and legal resources. Requiring each Class member to pursue an individual remedy
23 would also discourage the assertion of lawful claims by employees who would be disinclined to file an
24 action against their former and/or current employer for real and justifiable fear of retaliation and
25 permanent damage to their careers at subsequent employment.

26 23. The prosecution of separate actions by the individual class members, even if possible,
27 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
28 Class members against the Defendant and which would establish potentially incompatible standards of

1 conduct for the Defendant, and/or (b) adjudications with respect to individual Class members which
2 would, as a practical matter, be dispositive of the interest of the other Class members not parties to the
3 adjudications or which would substantially impair or impede the ability of the Class members to
4 protect their interests. Further, the claims of the individual members of the Class are not sufficiently
5 large to warrant vigorous individual prosecution considering all of the concomitant costs and
6 expenses.

7 24. Such a pattern, practice and uniform administration of corporate policy regarding
8 illegal employee compensation described herein is unlawful and creates an entitlement to recovery by
9 the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime, including interest
10 thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
11 California Labor Code section 226 and Code of Civil Procedure section 1021.5.

12 25. Proof of a common business practice or factual pattern, which the named Plaintiff
13 experienced and are representative of, will establish the right of each of the members of the Class to
14 recovery on the causes of action alleged herein.

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 226**

17 **(AGAINST ALL DEFENDANTS BY PLAINTIFF, THE CLASS AND OVERTIME CLASS)**

18 26. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
19 fully set for herein.

20 27. The Company failed in its affirmative obligation to provide accurate itemized wage
21 statements to Plaintiff and the Class. When Plaintiff and the Class received the payment of hourly
22 wages, including overtime wages, the corresponding wage statement failed to identify the accurate
23 total hours worked. The wage statements appear to include hours from prior pay periods.

24 28. Such a pattern, practice and uniform administration of corporate policy as described
25 herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified
26 herein, in a civil action, for all damages or penalties pursuant to Labor Code section 226, including
27 interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code
28 section 226.

1 **SECOND CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

3 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

4 29. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
5 fully set forth herein.

6 30. Plaintiff brings this cause of action as a proxy for the State of California and in this
7 capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from
8 February 6, 2024, through the present, for Defendants' violations of Labor Code §§ 226(a), arising
9 from Defendants' failure to provide accurate itemized wage statements.

10 31. On or about February 6, 2025, Plaintiff sent written notice to the California Labor &
11 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 226(a)
12 pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent his notice to Defendant via
13 certified mail pursuant to Labor Code § 2699.3.

14 32. As of the date of the filing of this Complaint, the LWDA has not responded to
15 Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations provided
16 for in the written notice. Therefore, Plaintiff may seek applicable penalties under the PAGA.

17 33. Such a pattern, practice and uniform administration of corporate policy as described
18 herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of the State of
19 California, in a civil action, for penalties pursuant to the PAGA, Labor Code §§ 226(a) and 2699(a),
20 including interest thereon, attorneys' fees, and costs of suit according to the mandate of PAGA for
21 Defendant's violations of Labor Code §§ 226 as well as attorneys' fees and costs.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf this
24 suit is brought against Defendants, jointly and severally, as follows:

- 25 1. For an order certifying the proposed Classes;
- 26 2. For an order appointing Plaintiff as the representative of the Classes as described
27 herein;
- 28 3. For an order appointing counsel for Plaintiff as Class counsel;

1 4. Upon the First Cause of Action, for damages or penalties pursuant to statute as set forth
2 in California Labor Code section 226, and for costs and attorneys' fees;

3 5. Upon the Second Cause of Action, for the full amount of penalties pursuant to
4 California Labor Code §§ 226, and 2698, *et seq.* and for costs and attorneys' fees; and

5 6. On all causes of action, for attorneys' fees and costs as provided by California Labor
6 Code section 226 and Code of Civil Procedure section 1021.5; and

7 7. For such other and further relief as the Court may deem just and proper.

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9 DATED: April 14, 2025

DIVERSITY LAW GROUP
POLARIS LAW GROUP

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11
12 By: _____

Larry W. Lee
Kristen M. Agnew
William L. Marder
Attorneys for Plaintiff and the Class

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

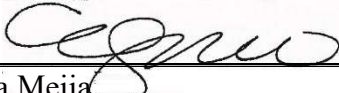
I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On April 14, 2025, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Caroline C. Dickey Barnes & Thornburg LLP 2029 Century Park East, Suite 300 Los Angeles, California 90067	<i>Attorneys for Defendants Xylem Services USA LLC and Evoqua Water Technologies, LLC</i> Caroline.dickey@btlaw.com
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 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 14, 2025, at Los Angeles, California.



Erika Mejia